

# Agenda Item Form

Agenda Date: 07/13/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

## Type of Agenda Item:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution                                | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement          | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use              | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                     | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> |   |  |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 12 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To fill a position at the Mission Valley Regional Command Center for the Crisis Response Team. This is a grant funded position which is funded through June 30, 2005.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through June 30, 2005.

## Statutory or Citizen Concerns:

None anticipated.

## Departmental Concerns:

None anticipated.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **CINDY DURAN** to assist the Police Department as a Crisis Response Team Case Manager at an hourly rate of \$12.50 for 40 hours per week, not to exceed 40 hours per week. The term of the contract shall be for the period of July 14, 2004 through June 30, 2005.

**APPROVED** this 13th day of July, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CINDY DURAN**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Police Department, desires to employ the Employee as a Crisis Response Team Case Manager; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about July 14, 2004 and be completed by June 30, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at an hourly rate of Twelve and 50/100 Dollars (\$12.50). The employee shall work a minimum of forty (40) hours per week, not to exceed 40 hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide fringe benefits as outlined in Attachment B, "Fringe Benefits," and the full time contract Employee shall also be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named

in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this

contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee  
at the following addresses:

CITY: City of El Paso  
Police Department  
Attn: Interim Chief  
911 N. Raynor  
El Paso, Texas 79903

EMPLOYEE: Cindy Duran

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 13th day of July, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Cindy Duran  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richard Wiles, Interim Chief  
Police Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 7/8/04

## ATTACHMENT "A"

### SCOPE OF DUTIES

#### CASE MANAGER

Working variable shifts as a mobile unit to augment the volunteers of the Victim Services Response Team (VSRT). Duties include:

1. Responding to crime scene and other critical incident sites.
2. Providing crisis intervention and stabilization to victims.
3. Assisting victims with the Texas Crime Victims' Compensation application.
4. Assessing client needs and providing appropriate referrals.
5. Recording statistics for use in compiling program progress reports.
6. Assisting with shift meeting presentations to EPPD officers.
7. Being on call out status to augment volunteer force.
8. Make on scene calls to assist victims of domestic violence.
9. Plan and schedule victim information sessions.

ATTACHMENT "B"

FRINGE BENEFITS

VSRT CASE MANAGER

The following benefits package is based on an annual salary of \$26,058.00.

BENEFIT	PERCENT/RATE	TOTAL
FICA	.062	\$1,616.00
Medicare	.0145	\$ 378.00
Workers' Compensation	.0312	\$ 813.00
Health/Life Insurance	\$4,200.00	\$4,200.00
TOTAL BENEFITS		\$7,007.00



# Cindy Duran

~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

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## JOB INFORMATION

Case Manager for the El Paso Police Department

## JOB OBJECTIVE

Serve as a Case Manager for the El Paso Police Department Victim Services and DART Unit. Assist victims with the Texas Crime Victims Compensation application, Protective Orders and referred victims to other agencies for services.

## QUALIFICATIONS

Excellent verbal and oral communication skills type 40 wpm, multi line telephone skills. Knowledge photography, TCVC and Protective Order application. Prior experience working with victims of all crimes. Spanish language proficiency and the ability to Translate written material from English to Spanish and Spanish to English.

## EDUCATION

2003-Present

Park University  
Major: Counseling,  
133 total credit hours received  
Anticipated Masters Degree in Counseling 2005

2001-2002

Park University  
Major: Criminal Justice Administration  
Bachelors Degree on December 2002

1996-1999

El Paso Community College  
Major: Criminal Justice/ Law Enforcement  
Associates Degree on December 1999

1992-1996

Ysleta High School  
High School Diploma  
High School Diploma on May 1996

## WORK EXPERIENCE

December 2002- Present

*Case Manager*

El Paso Police Department

9011 Escobar

El Paso, Texas 79907

Full time employment: 40 hours per week

Salary: \$24,000

Supervisor: Sgt. Warren Olsen (915) 872-3600

May contact my supervisor

Duties: Provide information to victims of all crimes, refer victims to other agencies, assist victims with Texas Crime Victim's Compensation Program, sent letters to victims, photograph injuries, assist officers with transporting victims to the Shelter. Assist victims with Protective Order application. Assist officers at crime scene sites by photographing evidence. Interview and counsel victims about their rights. Determine applicants about their eligibilities and benefits.

July 2002- June 2003

*Resident Monitor*

Dismas Charities

7011 Alameda

El Paso, Texas 79915

Part time employment: 20-30 hours per week

Salary: \$9.55 per hour

Supervisor: Hector Zamora (915) 781-1122

May contact my supervisor

Duties: Monitor offenders, supervise adult offenders on probation, administer urine analysis on residents, perform work and house checks, transport offenders to doctor's appointments, pat downs, provide monthly reports to facility director. administer breathalyzer test, room, locker and vehicle search, generate escape procedures and incidents reports to facility director, answer telephone, photograph and finger print offenders. Maintain facility secured. Preserve evidence to be turn in to the U.S. Marshals.

July 2001-July 2002

*Child Activity Specialist*

The Center on Family Violence

P.O. Box 26219

El Paso, Texas 79926

Full time employment: 40 hours per week

Salary: \$6.25 per hour

Supervisor: Jodi Gutierrez (915) 593-7377

May contact my supervisor

Duties: Teach children to read and write, help with school homework, girl scouts, crafts, and safety plans. Reports cases to Child Protective Services. Provide Counseling to children of all ages. Photograph children and victims of domestic violence.

June 2000-July 2001

*Intake Worker*

The Center on Family Violence

P.O. Box 26219

El Paso, Texas 79926

Supervisor: Carmen Attar (915) 593-7377

May contact my supervisor

Full time employment: 40 hours per week

Salary: \$6.00 per hour

Duties: Screen incoming calls of victims of domestic violence, intake paper work on clients, sent letters, client support, filling, Assist victims with the Protective Order application. photograph injuries on victims and assist victims with the Texas Crime Victims application.